

# Collective Bargaining Agreement

Between the

Florida State Lodge  
Fraternal Order of Police Inc.

and the

Sheriff of Santa Rosa County  
Certification Number #1640  
Detention Deputies

2017 - 2020

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## AGREEMENT

This agreement is between the Office of Sheriff, Santa Rosa County, Florida (hereinafter called "Sheriff") and the Florida State Lodge Fraternal Order of Police Inc.

## ARTICLE 1 RECOGNITION

The Sheriff's Office acknowledges that the Public Employee Relations Commission (hereinafter called "PERC") has certified the Union as the exclusive collective bargaining agent for Detention officers in the classification contained within the bargaining unit described in the PERC certification No. 1640. Recognition will terminate immediately upon the revocation of certification by PERC. This agreement is intended to specifically exclude all other employee classifications, whether full-time, part-time, compensated, or non-compensated officers, employees, or auxiliary members.

The parties may, however, mutually agree to include or exclude employee classifications under this agreement if changes during this agreement warrant the addition or deletion of these classifications, such as those created by merging or re-titling classifications or the elimination of existing classifications where the creation of new ones would satisfy PERC standards for inclusion in the bargaining unit.

ARTICLE 2  
DEFINITIONS

- A. "Sheriff" means the elected or appointed sheriff or his designee.
- B. Reference to employees of the male gender is used for convenience only and shall be construed to include both male and female employees.
- C. Unless otherwise stated, reference to "days" in this agreement means "calendar" days,
- D. "Civil Service Act" means Laws of Florida, Chapter 79-561, as amended and the implementing Rules the "Collective Bargaining Agreement" (CBA) takes precedence over the Civil Service Act Rules in those areas as specified in the CBA. Where there is no corresponding article in the CBA, the Civil Service Rules apply.
- E. "General Order" shall mean Santa Rosa County Sheriff's Office General Orders.

### ARTICLE 3 NON-DISCRIMINATION

The Sheriff and Union fully recognize that the Sheriff has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing adequate procedures established by the State of Florida and the federal government. Therefore, claims of employment discrimination against the Sheriff, its officers, or representatives shall not be grievable as a violation of this agreement.

## ARTICLE 4 NO STRIKES

The Union agrees that during the period that it serves as bargaining agent neither it, nor its officers, agents, stewards, representatives, or bargaining unit members will authorize, institute, aid, condone or engage in slow down, work stoppage, or strike; interfere with the work and statutory functions or obligations of the Sheriff's Office; or engage in any other activities which are prohibited and defined in Section 447.203(6), 447.501(2), 447.505, 447.507, and 447.509, Florida Statutes. Said Union officers, agents, stewards, and representatives agree that it is their continuing obligation to maintain compliance with this article and the state law.

The Union supports the Sheriff fully in maintaining normal operations and agrees that its officers, agents, representatives, or stewards shall, to the fullest extent possible, abide by the provisions of this article, and the law, by remaining at work during any interruption by others and to make every effort to compel bargaining unit members to cease their engagement in the activities recited in the preceding paragraph, to return to work and publicly disavow the strike. The Union shall be liable for damages which might be suffered by the Sheriff's Office as a result of a violation of this no strike provision by its officers, agents, stewards, representatives, or bargaining unit members. The amount of these damages shall be determined by a circuit court pursuant to the provisions of Section 447.507(4), Florida Statutes. The parties agree that the Sheriff's Office shall have the right to discharge, or otherwise discipline, at its discretion, any bargaining unit member who engages in any activity defined by this provision and any such discharge or disciplinary action shall not be subject to the grievance procedure under this agreement.

## ARTICLE 5 MANAGEMENT RIGHTS

The Union recognizes that all statutory and inherent managerial rights, prerogatives, and functions are retained and invested exclusively in the Sheriff, except as expressly modified or restricted by a specific provision of this agreement.

The Union recognizes that the Sheriff has the sole exclusive rights, powers, authority, judgment and discretion, including but not limited to the following:

1. To determine the organization of Sheriff's operations.
2. To determine the purpose of each of its constituent departments or subdivisions.
3. To exercise control and discretion over the organization and efficiency of operations of the Sheriff.
4. To set standards of productivity and for the services to be rendered.
5. To manage and direct the officers and appointees of the Sheriff.
6. To select appointees, to hire officers, determine their qualifications, assign and direct their work; to classify, transfer, promote, train, schedule, retrain, lay-off, and recall officers.
7. To reprimand, suspend, demote, discharge, or otherwise discipline officers and appointees for just cause, as specified by statute and policy/procedures.
8. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve officers and appointees from duties because of lack of work, funds or other legitimate reasons that are not in conflict with this agreement.
9. To determine the location, methods, means and personnel by which operations are to be conducted.
10. To determine the number of officers and appointees of the Sheriff's Office.
11. To establish, change, modify, expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, service or project.
12. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
13. To establish, implement and maintain an effective internal security practice.



14. To set dress code, uniform standards, and to select weapons, safety equipment and vehicles.
15. To set starting and quitting times and to schedule the number of hours and shifts to be worked.
16. To approve or disapprove time off from work or leave without pay.
17. To use independent contractors to perform work or services; to subcontract, contract out, close down or relocate the Sheriff's operations or portions thereof.
18. To control and regulate the use of Sheriff's vehicles, weapons, facilities, equipment, and other property of the Sheriff.
19. To establish, change, combine or modify the duties, tasks, responsibilities, or requirements within position descriptions, and policies, rules and regulation of the Sheriff.
20. To promulgate and enforce the Sheriff's policies and procedures manual and those policies required to comply with accreditation standards or recommendations.

Neither the Sheriff's exercise of a right, prerogative, or function, hereby reserved to the Sheriff, nor the failure to do so, shall be considered a waiver of the Sheriff's right to exercise its rights and prerogatives in some other way not in conflict with the express provisions of this agreement.

If a civil emergency is declared under state law, the provisions of this agreement may be suspended by the Sheriff during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended, and grievances may be filed after the emergency concerning actions taken during the emergency.

It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and employees, at the direction of management, may be required to perform other job-related duties not specifically contained in their job description.

## ARTICLE 6 DUES CHECK-OFF

### **Deductions**

During the term of this agreement, the Sheriff agrees to deduct Union membership dues in an amount established by the Union and certified in writing to the Sheriff by the-FOP State Staff Representative, from the pay of those employees in the bargaining unit who individually make such request on a written check off authorization form provided by the Union. (Appendix A). Such deductions will be made when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization. Said deductions along with a list of names shall be transferred to the FOP at 242 Office Plaza, Tallahassee, FL 32301.

The Union shall advise the Sheriff of any increase in dues in writing at least thirty (30) days prior to its effective date.

This article applies only to the deduction of membership dues, if any, and shall not apply to the collection of any fines, penalties, or assessments.

### **Termination of Deductions**

Deductions of Union dues shall continue until either:

1. Revoked by the employee by providing the Sheriff and the Union with thirty (30) days written notice that he is terminating the prior check off authorization;
2. Revoked pursuant to Section 447.507, Florida Statutes;
3. The termination of employment; or
4. The transfer, promotion or demotion of the employee out of this bargaining unit.

If these deductions are continued when any of the above situations occur, the Union shall upon notice of the error, reimburse the employee for the deduction that was improperly withheld. Instructions to stop payment of Union dues form is set forth as Appendix B.

### **Insufficient Pay for Deduction**

In the event an employee's salary earnings within any pay period after deductions for withholding, social security, F.I.C.A., retirement, health insurance and other priority deductions are not sufficient to cover Union dues, it will be the responsibility of the Union to collect its dues for that pay period directly from the employee.

The Sheriff will not be required to process dues check off authorization forms that are:

1. Incorrectly and/or incompletely filled out;
2. Postdated; or

3. Submitted to the Sheriff more than sixty (60) days following the date of the employee's signature.

### **Indemnification**

The Union shall indemnify, defend and hold the Sheriff, its officers, officials, agents, and employees harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any actions taken or not taken by the Sheriff, its officials, agents, and employees in complying with this article. The Union shall promptly refund to the Sheriff any funds received in accordance with this article which are in excess of the amount of dues which the Sheriff has agreed to deduct. The appendix entitled termination of deduction should read:

### **Instructions to stop Payment/Deduction of Union Dues**

I hereby instruct the Sheriff of Santa Rosa County to stop deducting from my paycheck each month the current regular monthly Union dues. A copy of these instructions has been sent to the Union.

Name:

Address:

Signature:

Date:

## ARTICLE 7 SENIORITY

### Section 1 – Seniority

For the purposes of this agreement, seniority shall be the continuous service time employed with the Santa Rosa Sheriff's Office. Employees who terminate employment and return after 90 days will lose seniority rights and will be required to go through the mandatory probationary period.

The term "rank" when used, in this Article, shall mean Deputy, Corporal, Sergeant, and Lieutenant respectively. Rank Seniority shall be determined by the date of appointment to respective ranks. If two or more members attain rank seniority on the same date, seniority standing shall be determined by the start date of continuous service time. In the event of the start date of continuous service time is the same the final composite score in the promotional process for the current rank will be used to determine seniority.

### Section 2 - Seniority Application

Except for the special operational needs of the Sheriff, vacations, holidays, and regular days off shall be determined and scheduled based on first request in, first request granted basis. In the event a request for leave for the same timeframe is submitted by two persons at the same time, seniority shall be used to determine which leave request will be granted. The Sheriff and Union understand that there may be times when the needs of the Sheriff will not permit such scheduling.

In the event of a job vacancy in an existing or new job classification (not a promotional vacancy), seniority will be given consideration, but will not be the sole determining factor. Seniority shall accrue during absence because of work related injury; vacation, military leave, or other authorized leave. The deputies shall not accrue seniority while on any type of non-paid leave.

In the event of a layoff for any reason members shall be laid off in the inverse order of Rank Seniority in the affected rank(s). Deputies who are to be laid off who have advanced to their present rank from a lower rank in which they held a permanent appointment, shall be offered a position in a lower rank for which the Deputy is qualified. If the deputy has higher seniority than the lowest seniority deputy in the lower rank the Sheriff has the right to assign the newest reassigned deputy to a position that is in the agency's best interest. Seniority in the lower rank shall be established according to the date of the Deputy's permanent appointment to that rank. Employees who do not accept a lower rank shall be terminated. Employees shall be reinstated according to seniority in the rank from which the employee was laid off. Employees who do not accept reinstatement shall be terminated. The pay of any deputy who elects not to return to a higher rank when offered will be reduced to a comparable salary at the lower rank.

Transfers shall not be used for disciplinary purposes.

ARTICLE 8  
EMPLOYEE REPRESENTATION AND UNION ACTIVITIES

**Section – 1 Representation**

From the employees in the bargaining unit, the Union shall select two (2) representatives of the Union **not including the state FOP Staff Representative or FOP Attorney**, and shall furnish to the Sheriff, and keep up-to-date, a list of all such authorized to act as representatives.

The Union bargaining unit likewise agrees that during the term of this agreement the Union bargaining unit and the employees covered hereunder shall deal only with the Sheriff or his/her representative in matters requiring mutual consent or other official action and specifically the Union bargaining unit agrees that neither the Union bargaining unit nor the employees hereunder shall seek to involve elected officials other than the Sheriff in the administration of this Agreement, or otherwise in the operation of the Santa Rosa County Sheriff's Office.

**Section 2 - Representative Access**

The Sheriff agrees that a Union representative authorized and identified in Section 1 shall have access to unit employees for the purpose of processing grievances or prospective grievances arising under the agreement or proceedings governed by the Section 112.532, Florida Statutes. Such grievance access shall be limited to regular scheduled work time of the grievant or prospective grievant in a designated location.

**Section 3 - Documents**

The Union acknowledges that from time-to-time the Sheriff may establish, make changes, combine, or modify the duties, tasks, responsibilities, or requirements within the job descriptions, policies, rules, and regulations of the Sheriff's Office, and other official documents setting forth rules, regulations, and operational procedures.

When the Sheriff makes a change in such job descriptions, policies, rules, or regulations which affect wages, hours, or terms and conditions of employment of bargaining unit employees, except for the security policies of the Sheriff's Office, which shall remain confidential, it will post or otherwise notify unit employees. Except as deemed necessary by the Sheriff, no copy shall be made of any security policy or rule, nor shall it be furnished to non-authorized employees or persons. Violations of this provision shall subject the employee to disciplinary action and such disciplinary action is excluded from appeal through the grievance procedure in the agreement. The Sheriff will furnish the Union representative, who is authorized and identified as set forth in Section 2, with a copy of said changes ten (10) days prior to implementation whenever possible. The Union agrees that impact bargaining, if applicable, will be deemed waived, if not requested in writing to the Sheriff within ten (10) calendar days after notice of the change is furnished to the Union. Any request for impact bargaining must specifically identify the impact that each change or modification has on the wages, hours, or terms and conditions of employment of bargaining unit employees. The Union's failure to comply with the specificity required by this provision constitutes a waiver of any bargaining regarding the change or modification of the job description, policy, rule, or regulation.

#### **Section 4 - Recruit Class**

The Sheriff's Office will provide the FOP with the names of each person in each recruitment class. Should the FOP so elect, it will be provided access to recruits for a lunch or dinner sponsored by the FOP which shall not occur during duty hours of the recruit. Additionally, if requested, the Sheriff's office shall grant the FOP an opportunity to address the recruits for a fifteen (15) minute period during orientation.

#### **Section 5 - Negotiations/Consultations**

The Union may designate up to four (4) employees within the bargaining unit to attend negotiations or consultations with the Sheriff or his representatives. This includes preparatory sessions held with the FOP in order to permit review or preparation of bargaining proposals or issues for consultation. If the employee is working, he will be detached for purposes of the meeting and will not be required to take leave time. If the employee is on regular time off, the meeting shall not be considered work time.

## ARTICLE 9 FOP LEAVE ACCRUALS AND APPLICATIONS

### **FOP Leave Bank**

All active members covered by this collective bargaining unit contract shall be allowed to donate annual leave time each year to the FOP Leave Bank. All unused donated time will be carried over from year to year. The donated leave shall be used for the conduction of FOP business by FOP designated Representatives, including, but not limited to, contract negotiations and attendance at FOP conferences and other meetings. FOP representatives will be responsible for informing their supervisors, in a timely manner, of expected absences due to FOP business.

### **FOP President and Elected Board Members**

The FOP president, the other elected board members, and certain members assigned to committees, will at times need to attend FOP conferences or training relating to FOP business. Such events will require these individuals to take leave from their assigned duties to attend. These individuals, providing adequate advance notice and obtaining approval from their supervisor, will be allowed the time off from their assigned duties to conduct FOP business, so long as the requested time off does not result in a disruption to Sheriff's Office operations.

The Santa Rosa County Fraternal Order of Police Lodge #123 President, or his designated representative, shall be released and detached from full time duties as a deputy for up to five hours per pay period while serving as Lodge President or designated representative and shall show the time on the timecard as Admin Leave/Union Business. The following conditions shall apply:

A. For the purpose of recording time, the Lodge President or designated representative will notify their immediate supervisor of the intended leave time in sufficient enough time so that the time away is not disruptive. The Lodge President or designee shall otherwise be required to work their normal workweek.

B. The Lodge President or designated representative will be available at the FOP office for consultation with the Sheriff's Office Management.

C. Should the Lodge President or designated representative wish to change offices, he/she will notify the Sheriff, in writing, at least five (5) working days prior to the proposed change. Said notice will include the address and the telephone number of the new office for the FOP Lodge President.

D. In the absence of the Lodge President, the Lodge President's designee may represent the Fraternal Order of Police.

E. The FOP will not send additional employees in a pay status to attend Santa Rosa County Civil Service Board meetings, Santa Rosa Board of County Commissioners

regular and/or special meetings, Santa Rosa Board of County Commissioners Budget Workshop meetings, or any other meeting of a sub-unit of the County Commission Taxing Authority and appointing authorities meetings without approval of the Sheriff or his designee.

F. All applicable Santa Rosa County Sheriff's Office rules, regulations and orders shall apply to the person who is President of the Lodge and is on Union duty.

G. The Lodge President or his designated representative will be eligible to work paid overtime details and Signal 15's.



ARTICLE 10  
BULLETIN BOARD AND EMAIL

The Sheriff agrees to furnish bulletins board in locations as outlined in Rule 79-1 of the Civil Service Act. (See attached Appendix C.) The Sheriff also agrees to allow the FOP to utilize the department e-mail system. E-mails shall be approved by the Sheriff or his designee prior to being sent to Union members. All e-mails are subject to the Florida Public Records Act. Nothing in this article requires the Sheriff's Office to give the Union notice of a public records request.

The Union bulletin board and Department e-mail shall be used only for the following notices:

- (1) Recreation and social affairs of the Union;
- (2) Union meetings;
- (3) Union elections;
- (4) Union benefits programs;
- (5) Current union contract; and
- (6) Other materials pertaining to the welfare of Union members.

Notices posted on the bulletin board shall not contain anything reflecting adversely on the Sheriff or any of its officers or employees, nor shall it contain any posted material which violates, or has the effect of violating, any law, rule, regulation, or policy of the Sheriff's Office. Posted notices shall not contain partisan political material.

All notices shall be on Union letterhead and bear the signature of the Union authorized representative and a duplicate of each notice shall be delivered or telefaxed to the Human Resources Supervisor. If the Sheriff finds that the document posted on the bulletin board is not in compliance with this section, its designated representative shall remove the document and notify a Union representative to discuss the objections and resolve the dispute

ARTICLE 11  
WORK DAY, WORK WEEK, AND OVERTIME

Section 1 – Work Week and Overtime

- A. Sworn members shall have a work period of eighty (80) hours in a fourteen (14) day period. Overtime will be paid at the rate of time and a half for hours worked over 80 within the work period.
- B. For all members a “day” is defined as eight hours for disciplinary actions involving time off, loss of pay or accrued leave.
- C. All job assignments, including the hours to be worked and regular days off shall be determined by the agency and not by the individual member.
- D. “FLEX” DAYS – If a Deputy cannot “flex” on their assigned day, due to no fault of their own, the supervisor cannot force them to “flex” on another day unless the Deputy requests another day. All “Flex” days are depending on staff availability. A “Flex Day” is defined as a day that is partially worked in order to make the 80 hour pay period whole.

**ARTICLE 12**  
**WAGES, INCENTIVE PAY and ALLOWANCES**

**Section 1 – Pay Scale**

A. A separate pay scale shall be enacted for all sworn Law Enforcement / Detention positions within the Santa Rosa County Sheriff's Office. The pay scale depicted in Appendix D shall apply to all sworn Law Enforcement / Detention positions covered by this agreement. This pay scale shall represent the base pay. Any other pay and allowances awarded by this agreement shall be in addition to the deputy's base pay.

1. The pay scale is based on a two (2) decimal system for calculating the salaries.

B. The minimum pay for all pay grades shall only be adjusted when an across the board wage adjustment has been negotiated and subsequently funded by the Board of County Commissioners.

**Section 2 – Range/Step Pay Plan**

A. The Pay Scale for Detention Deputies shall be in accordance with Appendix D.

B. Court time shall be paid in accordance with the Sheriff's Office General Order D-001 and as follows.

1. Bargaining unit employees will be compensated for attendance at official criminal justice/judicial proceedings resulting from the performance of their official duties as a member of the Sheriff's Office.

2. Compensable court time hours begin from the time the employee leaves home to conduct Sheriff's Office duties and stops upon returning directly to home.

3. During an employee's off-duty hours, a minimum of two hours per day shall be guaranteed. However, if the employee's first court appearance begins within one (1) hour of the start of his/her shift or ends within one (1) hour of the end of his/her shift, a minimum of two hours per day shall be guaranteed. Compensation shall not be provided to members subpoenaed for cases unrelated to official Sheriff's Office business.

C. Witness Fees: Witness fees shall be paid in accordance with General Order D-001.

**Section 3 – Salary Incentive Pay**

Officers shall earn and be paid Salary Incentive Pay in accordance with the requirements and procedures established by the Criminal Justice Standards and Training Commission.

**Section 4 – Salary Increases**

Nothing in this article shall preclude the Sheriff from awarding additional salary pay increases if the Sheriff determines adequate funds are available. Should any other Collective Bargaining Unit representing Sheriff's employees negotiate an additional increase in wages or benefits, then the same increase shall be awarded to the members covered under this Collective Bargaining Agreement.

The Sheriff agree to request salary step increases as stipulated below as funding is provided by the county commission.

A. If an employee has not received the full number of approximate five (5%) percent step increases, the employees will receive a 5% increase regardless of time in service.

B. If the employee has received 5 years of 5% step increases, the employee will receive a 2.5% increase.

[The parties acknowledge that the exact percentage of each step increase may vary slightly from the 5% or 2.5% due to the application of percentages pay increases in the past.]

C. Nothing in this article shall preclude the Sheriff from awarding additional salary pay increases if the Sheriff determines adequate funds are available or should the County Commission provide additional funds for a salary adjustment for fiscal year 2017-2018.

#### **Section 5 – Assignment Pay**

A. The Sheriff and the Employee Organization recognize that there are some assignments that are temporary in nature that are essential to the modern law enforcement mission. In order to adequately compensate those deputies assigned these additional responsibilities, the deputy will receive assignment pay in the following amounts:

B. Assignment Compensation Assignment Pay:

Assignment Compensation:

FTO - \$35 per day for any day in which the FTO has a trainee.

ERT - \$150.00 per month

C. It is expressly understood that assignment compensation is dependent upon availability of funds as determined by the Sheriff's Office.

#### **Section 6 – Training Compensation**

A. Any sworn employee who requests to attend training and is approved for the training will be compensated for time spent at training as follows:

1. Hours spent in training on a scheduled work day will be considered work hours and paid as such within the following parameters.

a. If the time spent is less than the scheduled hours for that day, the supervisor

may authorize the employee to take leave or require the employee to work for the remaining hours.

b. Hours spent in voluntary training in excess of the scheduled hours for that day will not be paid.

2. Voluntary training held on a scheduled off day will not be paid.
3. Training which is not directed by the agency is limited to forty (40) hours of compensable training per fiscal year.

B. Any training held out of town will be paid at the hours spent in class. Travel to and from the class will be compensated in accordance with Sheriff's Office General Order D-001.

4.

ARTICLE 13  
INSURANCE BENEFITS

Bargaining union members will receive the same insurance under the same terms as all other Sheriff's Office employees.

**ARTICLE 14**  
**DRUG TESTING**

- A. The Sheriff and Union agree to drug testing of bargaining unit employees in accordance with the Sheriff's General Order D-020. (See attached Appendix E)
- B. All special risk employees certified under Chapter 943, Florida Statutes, are subject to random drug testing.

## ARTICLE 15 GRIEVANCE PROCEDURE

### Section 1 – Definitions

As used in this article:

"Grievance" shall mean a dispute involving the interpretation or application of specific provisions of this agreement, except as exclusions are noted in this agreement, and does not include disciplinary action. Disciplinary action for misconduct and performance deficiencies may only be appealed under Laws of Florida, Chapter 79-561, as amended.

"Employee" shall mean a unit employee or group of unit employees having the same grievance. In the case of a group of employees, one shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

"Days" shall mean calendar days unless otherwise specified.

"Civil Service Act" is defined in Article 2 of this agreement, as modified.

### Section 2 - Election of Remedy and Representation

An employee, who seeks to grieve disciplinary action, including termination, shall only utilize the procedures of the Civil Service Act. No appeal or grievance rights exist under this agreement for any type of disciplinary action or performance deficiencies. Any disciplinary appeal shall be in accordance with said Civil Service Act which is attached as Exhibit \_G.

The grievance procedure of this agreement may not be used to process any grievance if the employee or Union is able to file an action with a federal or state administrative agency or court, including, but not limited to, the Fair Labor Standards Act, Americans with Disabilities Act, Family Medical Leave Act, Chapter 447, Part II, Florida Statutes, Uniformed Service Employment and Reemployment Rights Act, Chapter 112.532, et seq., Florida Statutes.

Regardless of whether the grievance is governed by the Civil Service Act or the grievance procedure of this agreement, the employee shall state in writing at Step 1 whether the Union has decided to represent him. If the Union declines to represent the employee, it shall provide written notice to the Sheriff. Once the Union chooses to represent the employee, any decision mutually agreed to by the Sheriff and the Union shall be binding on the employee.

Claims involving employment discrimination as set forth in Article 3 of this agreement or employee performance appraisals are not grievable.

When a non-disciplinary or performance based grievance is general in nature and it affects more than one employee regarding the same issue, such grievant shall be presented at Step 2, but within the time limits prescribed in Step 1 of the grievance procedure.

If the Union decides not to represent the employee in the grievance procedures established in this agreement, any adjustment of the grievant shall be consistent with the terms of the agreement. The



Union shall be given a reasonable opportunity to be present at any meeting conducted pursuant to the grievance procedure of this provision. An employee who uses the grievance procedure to process a grievance will be bound by the procedures established in this agreement.

The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Sheriff to take the action complained of, subject, however, to the final disposition of the grievance.

Once a grievance is filed, no new violations or issues can be raised related to that grievance.

The resolution of a grievance prior to arbitrable resolution shall not establish a precedent binding on either the Union or the Sheriff in subsequent cases.

### Section 3 - Steps for Grievances

Grievances shall be presented and adjusted in the following manner. The Human Resources Supervisor shall be the grievance coordinator.

#### Step 1:

A. At Step 1 the employee or his designated representative shall submit to his captain, a grievance form (Appendix F) setting forth in detail the complete facts including dates on which the grievance is based; the provisions of this agreement allege to have been violated; and the relief requested. This grievance must be submitted within ten (10) days of the occurrence of the event giving rise to the grievance or the date when the employee or Union knew or should reasonably have known of said occurrence. A copy shall also be sent to the grievance coordinator.

B. The captain or designee shall meet to discuss with the grievant or designee. If the grievance is satisfactorily resolved, the grievant and Union shall immediately submit a written withdrawal of the grievance. If not resolved, the captain or designee shall communicate a decision in writing to the employee and his designated representative, if any, within fourteen (14) days following the date of the Step 1 meeting. A copy shall also be sent to the grievance coordinator.

#### Step 2:

A. If the grievance is not resolved at Step 1, the employee or his designated representative may submit it in writing to the Director of Human Resources or designee within ten (10) days after receipt of the decision at Step 1. When the grievance is timely filed at Step 2, the grievance form must contain the same information as the grievance filed at Step 1 above. The /Director or designee shall have a meeting with the employee and/or with his designated representative, at the employee's option, to discuss the grievance.

B. The Director or designee shall communicate a decision in writing to the employee or designee, if any, within fourteen (14) days following their Step 2 meeting. A copy shall also be sent to the grievance coordinator.

### Step 3:

A. If the grievance is not resolved at Step 2, the employee or designee may submit the grievance in writing to the Sheriff within fourteen (14) days after receipt of the decision at the Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. A copy shall also be sent to the grievance coordinator.

B. The Sheriff or designee may have a meeting with the employee or designee to discuss the grievance. The Sheriff or designee shall issue a written decision to the employee and/or to his designated representative within fourteen (14) days following the receipt of the written grievance submitted at Step 3 or the date of the Step 3 meeting. A copy shall also be sent to the grievance coordinator.

### Step 4 - Arbitration:

A. If the grievance is not resolved at Step 3, the employee, together with his designated representative, may appeal the grievance in writing to arbitration on a form supplied by the Union, within ten (10) days after receipt of the Step 3 decision. If the Union refused to represent the employee at the first step the employee may appeal the grievance to arbitration.

## Section 4 - Arbitrator Selection and Procedures

The Union and/or grievant shall request the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of seven (7) names of arbitrators and who are residents of the State of Florida. The selection of the arbitrator shall be by means of alternative striking of names with the Union having the first name strike. Either party may object to all the names on the list, provided the objection is made prior to the commencement of the striking process. If this occurs, the objecting party may request the Federal Mediation and Conciliation Service to furnish another list of qualified arbitrators. The arbitration proceedings shall be conducted in accordance with the following provisions:

A. The Sheriff's Office and the Union shall attempt to mutually agree in writing as to the statement of the agreements to be arbitrated prior to the hearing and the arbitrator thereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the grievance forms and the written responses presented in the earlier steps of this grievance procedure.

B. The arbitration hearing shall be held at a location, time and date mutually agreed to by the parties.

C. No ex parte hearing may be conducted, or decision rendered by the arbitrator.

D. The written decision of the arbitrator, unless mutually waived, shall be issued within

thirty (30) days after the close of the hearing.

E. The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement or opinion or conclusion not essential to the determination of the issue submitted. The arbitrator shall have no authority to make any decision adding to, subtracting from, or modifying, altering, or ignoring in any way, the terms of this agreement, except that the arbitrator may refer to the Sheriff's Office written policies, procedures, rules, regulations, and Florida Statutes.

F. The arbitrator shall be without power or authority to make any decisions limiting or interfering in any way with the powers, duties and responsibilities of the Sheriff under the Constitutions of the United States and the State of Florida, or under any applicable laws, rules, and regulations, except as such powers, duties, or responsibilities have been lawfully abridged, delegated, or modified by an express provision of this agreement.

G. The arbitrator may not make any decision that is based upon unwritten past practice or custom. As a result, this agreement supersedes and cancels all prior practices and understandings which predate this agreement, except those written provisions, work rules, or regulations set forth in the Sheriffs written rules, regulations and policies, which were in effect prior to the effective date of this agreement, and which were not specifically modified by this agreement, shall be binding on the parties during the term of this agreement.

H. The fees and expenses of the arbitrator shall be borne by the party who fails to prevail in the arbitration proceeding. The cost of the transcript of the arbitration proceeding shall be borne by the party requesting it, unless both parties agree that a transcript is necessary, then the cost of the transcript shall be divided equally between the Sheriff's Office and the Union. Each party shall be responsible for compensating and paying the expense and fees of its representatives, witnesses, and attorneys.

I. If the Union chooses to represent the employee at the first step or any succeeding step of the grievance procedure and then withdraws representation, it will not be responsible for the fees and expenses of the arbitrator if the employee does not prevail in the arbitration proceeding.

J. Where there is an issue regarding arbitrability, the parties agree that the issue will be resolved separate and apart from the merits of the grievance. Issues of arbitrability shall be resolved by the arbitrator in a written decision prior to the consideration of the substantive merits of the grievance. Should the matter be found to be arbitrable, either party may request the selection of another arbitrator to decide the substantive merits of the grievance.

K. The arbitrator's decision shall be final and binding on the parties subject to the provisions of Chapter 682, Florida Statutes.

L. The arbitrator shall have no power or authority to cause the Sheriff's Office to bear any expense, debt, costs, or liability which would result, directly or indirectly, in the Sheriff's Office exceeding the amounts initially appropriated in its annual budget. Any such award which contradicts or is not in compliance with the provision of this paragraph shall be null

and void.

## Section 5 - Time Limits

A. Failure to initiate a grievance within the time limits in Section 3 above shall be deemed a waiver of the grievance. Failure at any step in this provision to submit a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision at that step.

B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievance to be advanced to the next step.

C. The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limit specified in any step of this procedure may be extended by written mutual agreement.

D. Claims of either an untimely filing or untimely appeal shall be made at the step-in question.

## Section 6 – Exceptions

A. Nothing in this article or elsewhere in this agreement shall be construed to permit the Union or an employee to process a grievance:

(1) On behalf of any employee without that employee's consent, or

(2) With respect to any matter which is the subject of a grievance, appeal, administrative action before a government board or agency, or court proceeding, brought by an individual employee or group of employees or by the Union.

B. The Union shall have the right to bring a grievance on behalf of a bargaining unit employee in its own name, concerning disputes relating to the interpretation or application of this agreement. Such grievance shall not include disciplinary action for misconduct or performance deficiencies taken against an employee. The Union's selection to file or participate in a grievance shall preclude it from proceeding in another forum on the same issue.

**ARTICLE 16**  
**INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION**

**Internal Investigations**

Interviews and questioning of employees shall be conducted in accordance-with Sections 112.531– 112.534, Florida Statutes. As amended from time to time by the Florida Legislature.

**Disciplinary Action**

A. Disciplinary action for conduct offenses and performance deficiencies shall be governed exclusively by the Santa Rosa County Sheriff's Office General Order J-003. Such disciplinary actions taken against an employee shall not be subject to grievance procedure provided in this agreement. Any change in the Civil Service Act shall not affect the terms and conditions of this agreement and in lieu of a change in the Civil Service Act, the Sheriff agrees to develop a process for appealing discipline as was previously used that will provide employees with a mechanism for appeal.

B. In the event that the Civil Service Board is eliminated by act of a governing body or court of competent jurisdiction, the Sheriff and the union agree to put in place a hearing board with the similar abilities for reviewing, determining merit of appeals and any decision reached in such manner shall be binding on the Sheriff and the Union. The make-up of the board shall include members elected by the employees along with those appointed by the Sheriff. There will be provisions for the appointed and elected board to choose one additional member. This board will hear only disciplinary matters that are the subject of the employee appeal, as currently provided for by the Civil Service Act.

ARTICLE 17  
FAMILY MEDICAL LEAVE ACT

An employee who is granted family medical leave for a serious health condition as defined in that act may use accrued sick leave or other leave allowed by the Sheriff, for each hour not worked until such leave is exhausted or the family medical leave ends. When accrued leave is exhausted, the employee will be placed on unpaid leave for the remainder of the family medical leave period. Unless a serious health condition exists, an employee placed on family medical leave for the birth or adoption of a child must use accrued annual leave. Sick leave may not be used except for a serious health condition as defined in the Family Medical Leave Act. Family medical leave for a serious health condition shall run concurrently with sick leave, worker's compensation leave, or other leave granted for injury or illness of the employee or family member as defined in the Family Medical Leave Act.

The Family Medical Leave Act shall be administered in accordance with Sheriff's Office General Order D-007.

## ARTICLE 18 PROMOTIONS

### **I. General Guidelines**

- A. The Sheriff will identify all promotional needs. Job task analysis and input from subject matter experts will be used to develop promotion material. When directed, the Human Resources Section will perform the following:
  - 1. Prepare a roster by identifying those deputies that meet the eligibility requirements as outlined in this policy:
  - 2. Compile and post a final list of deputies meeting the eligibility requirements for the current vacancy: and
  - 3. Each deputy will verify the accuracy of their eligibility. Deputies will report discrepancies regarding eligibility findings to the Human Resources Department through written correspondence.
  - 4. The Union agrees to comply with all necessary adjustments to the promotional and eligibility process in order to come into or remain in compliance with U.S. Department of Justice PREA Act of 2003 – Public Law 108-79.

### **II. Promotional Announcements**

- A. Once the eligibility list is compiled and posted. An announcement for the current open position(s) will be posted. This announcement will contain the following information:
  - 1. A description of the position(s) for which a vacancy exists:
  - 2. The date, time, and location of the written examination.
  - 3. A description of the eligibility requirements of the position(s); and
  - 4. A description of selection criterion for the vacancy.

### **III. Eligibility Requirements**

- A. Eligibility for participation in the promotional process will be as follows:
  - 1. Detention Sergeant
    - a. Five (5) continuous years of service as a sworn Detention Deputy with the Santa Rosa County Sheriff's Office.
    - b. Those members with a bachelor's degree from an accredited school or university may subtract one (1) year of service as a Detention Deputy.
    - c. No formal disciplinary action in the previous twelve (12) months.
  - 2. Detention Lieutenant
    - a. Five (5) continuous years of service as a sworn Detention Deputy with the Santa Rosa County Sheriff's Office.

- b. Three (3) years of supervisory experience with the Santa Rosa County Sheriff's Office preceding the commencement of the promotional process.
  - c. Those members with a bachelor's degree from an accredited school or university may subtract one (1) year of service as a Sergeant.
  - d. No formal disciplinary action in the previous twelve (12) months.
- B. When offered, newly promoted ~~Corporals~~, Sergeants, and Lieutenants must satisfactorily complete leadership training as defined by the agency.

#### **IV. Review and Appeal of Eligibility and/or Appointment.**

- A. Eligible deputies will appear on the eligibility roster. A deputy determined to be ineligible may appeal by memorandum to the Human Resource Supervisor. The appeal must be in writing and must be filed by 1500 hours on the seventh (7th) calendar day following the date the eligibility roster is posted. The distribution date and the appeal deadline date will be reflected in a covering memorandum to the eligibility roster.
- B. Any member may appeal the appointment to promotional positions to the Human Resource Supervisor. The appeal must be in writing and must be filed by 1500 hours on the seventh (7th) calendar day following the date of appointment.

#### **V. Points Distribution**

- A Points will be distributed in the following areas to determine a candidate's composite score.
- 1. Written Exam: One hundred (100) points possible.
  - 2. Seniority Points: One (1) point for each year of continuous service in their respective discipline with the Santa Rosa County Sheriff's Office. (Points will not be issued to deputies who have previously tendered their resignation, left employment, and returned to the Santa Rosa County Sheriff's Office.)
  - 3. Education points: One (1) point for an Associate's Degree. Two (2) points for a Bachelor's Degree. Three (3) points for a Master's Degree. One (1) point for any college degree, in a criminal justice field. Note: Only one (1) category of degree can be utilized for determining a point award.
  - 4. Assignment points: One (1) point for every two (2) full years of service as an FTO.
  - 5. Oral Interview Exam: Sixty (60) points possible.

**\*The maximum number of points a candidate can receive for Sections 3 and 4 combined is a total of ten (10) points.**

#### **VI. Written Examination**

- A. A written examination will be administered for the positions of Sergeant, and Lieutenant.



- B. This examination will be prepared by person(s) designated by the Sheriff. Subject matter experts may provide material used in the exam development based upon current Detention policies and procedures.
- C. A study guide for the written examination will be provided to each candidate. A minimum of sixty (60) days will be allowed for study and preparation for the examination.
- D. Candidates must receive a minimum of eighty (80) points on the examination to move forward in the promotional process.

## **VII. Oral Interview Examination**

- A. An oral interview examination will be administered for the positions of Sergeant and Lieutenant. The examination shall consist of ten (10) questions each worth six (6) points.
- B. The oral interview board will be made up of five (5) evaluators, four (4) from within the Sheriff's Office and one (1) from a local agency.
- C. The Sheriff shall select two (2) evaluators; the Union shall select two (2) evaluators and the fifth (local agency) by mutual agreement of the evaluators.
- D. Evaluators must, at a minimum, be of the rank for the promotional position.
- E. In scoring the oral interview, the top score and bottom score for each participant shall be excluded from calculating the participants overall examination score.

## **VIII. Scoring/Ranking:**

- A. A composite score will be derived through the aforementioned process for each candidate. The composite score will establish the candidate's ranking on the final promotion roster.
- B. The Sheriff will be provided with the top five (5) names for one (1) vacancy and three (3) additional names for each additional vacancy. As promotions occur, the next ranking candidate will be added to the active promotion roster.
  - 1. Review Committee: A committee consisting of three (3) Sheriff's Office members will be formed to review the active promotion roster and provide a written recommendation to the Sheriff for promotion. The following process will be followed:
    - a. Committee Formation:
      - 1. One member shall be selected by the Union, the second member selected by the Sheriff's Office, and the third member shall be a member agreed upon by the Union and Sheriff's Office. The third selected member shall serve as chairperson.
    - b. Review Process:
      - 1. As noted above in section VIII, B, those candidates being considered for promotion will submit to the committee a

written letter stating his/her qualifications and reasons they should be considered for promotion.

- (a.) It is the committee's responsibility to request the letters from the candidates. The candidate will have five (5) days to submit the letter to the committee once the request is made. Contact with the candidate must be confirmed and not assumed to start the time frame.
- 2. The committee will review the following documents, but not limited to, in order to make the recommendation:
  - (a.) Letter from the Candidate,
  - (b.) Personnel file,
  - (c.) Annual evaluations,
  - (d.) Any disciplinary actions,
  - (e.) Letters of Recommendation, etc.

#### **IX. Promotion Roster**

- A. The list of eligible candidates for promotion will be posted in descending order. A random number determined by Human Resources will be assigned to each candidate and utilized for posting.
- B. The promotion roster will remain in effect for the duration of twenty-four (24) months from the date of its posting.
- C. For continued eligibility, a candidate must receive no formal disciplinary action throughout his tenure on the promotion roster.

In the event a candidate is offered a promotion and declines to accept the promotion, the candidate shall be removed from the promotional roster which is then in effect, except under extraordinary circumstances or otherwise required by law.

## ARTICLE 19

### CAREER PATH FOR SWORN MEMBERS

Sworn Detention Deputies who decide not to follow a supervisory path are given the opportunity for advancement through a Career Path set forth within this policy.

#### **Definitions**

1. Years of service – as used in this policy shall mean years of continuous service as a Santa Rosa County Deputy Sheriff for Law Enforcement or Detention Deputy for Detention in a classified position within the Civil Service system regardless of appointing authority.
2. Prior Service – as used in this article shall mean the total years of full-time service as a sworn law enforcement deputy sheriff or detention deputy with a Florida law enforcement or corrections agency of similar or larger size.
3. Seniority – shall be defined for those deputies employed on April 5, 2003, as a classified deputy employed by the Sheriff's Office in a job classification within the Civil Service system and having continuous classified service. Henceforth, seniority will commence with the date of hire as a sworn deputy with the Santa Rosa County Sheriff's Office. Any three (3) day unauthorized absence or thirty-one (31) day voluntary separation from the Sheriff's Office shall be considered a break in service.

#### **I. General Guidelines:**

##### **A. Detention Deputy 1st Class: Range 19**

Deputies will advance to Detention Deputy 1st Class upon reaching seven (7) years of service / seniority and must have successfully completed one hundred sixty (160) hours of law enforcement or correctional training. The training must have been received within the last three years. Training hours used to meet Mandatory Retraining requirements will not be counted towards Career Path. The candidate will move to the same step in range (19), with an approximated five percent (5%) proficiency pay.

##### **B. Senior Detention Deputy: Range 20**

Deputies rated as Detention Deputy 1st Class will advance to Senior Detention Deputy upon reaching twelve (12) years of service / seniority and must have successfully completed one hundred sixty (160) hours of law enforcement or correctional training from a recognized law enforcement or correctional training facility/school. The training must be received while in the rate of Deputy Sheriff 1st Class / Detention Deputy 1st Class. Training hours used to meet Mandatory Retraining requirements will not be counted towards Career Path. The candidate will move to the same step in range twenty (20) with an approximated five percent (5%) proficiency pay.

##### **C. Master Detention Deputy: Range 21**

Deputies rated as Senior Detention Deputy will advance to Master Detention Deputy upon reaching seventeen (17) years of service / seniority and must have successfully completed one hundred sixty (160) hours of law enforcement or correctional training

from a recognized law enforcement or correctional training facility or school. The training must have been received while in the rate of Senior Detention Deputy. Training hours used to meet Mandatory Retraining requirements will not be counted towards Career Path. The candidate will move to the same step in range twenty-one (21) with an approximated five percent (5%) proficiency pay.

- D. Implementation of the modified years of service provisions (7, 12, and 17 years) shall be dependent on funding provided through the County Commission. If sufficient funds to implement the modified years of service provision are not provided, the parties shall meet and discuss available options. If agreement cannot be reached the years of service shall revert to previously established levels (10, 15 and 20 years.)

## **II. Procedure**

A., It is the responsibility of the member to apply for the career path advancement.

- 1. The member shall submit to the Human Resource Section a written memorandum requesting the evaluation for career path advancement. The memorandum shall include the member's date of full-time appointment as a Detention Deputy and a current copy of his / her training record.
- 2. Proficiency pay shall not be retroactive for advancement within the career path. The implementation of the career path upgrade will take effect in the first full pay period following the approval of the application process.
- 3. Members with prior service in similar or larger agency may request an award of prior service credit up to a maximum of three (3) years of credit. Such credit can only be used toward enhanced entry level of pay or eligibility for career path enhancement steps, but not both.

## **III. Retention**

A. Advancement to the Detention Deputy 1st Class, Senior Detention Deputy and Master Detention Deputy ratings is contingent upon receiving a satisfactory evaluation rating for the previous year.

- 1. Any deputy not receiving a satisfactory evaluation rating will revert to his previous rating. At the end of six months, the deputy may request a special evaluation and if this evaluation is satisfactory then the deputy is re-advanced to his / her higher rating. If the special evaluation is still not satisfactory then the deputy will have to wait until his / her next regularly scheduled evaluation.

## **IV. Implementation**

A. Detention Deputy 1st Class: Range 19

Deputies must meet both the years of service and training requirements before being advanced. Any deputy having at least eight (8) years of service / seniority on April 5, 2003 will be required to have only eighty (80) hours total training, if that deputy meets the eighty (80) hour requirement prior to April 5, 2005.

**B. Senior Detention Deputy: Range 20**

Deputies meeting the years of service / seniority (15 to 20 years) requirement for Senior Detention Deputy on April 5, 2003 will automatically be grandfathered into the Senior Detention Deputy rating. Any deputy having at least thirteen (13) but less than fifteen (15) years of service / seniority on April 5, 2003 will be required to have only eighty (80) hours training, provided that deputy meets the eighty (80) hour requirement prior to April 5, 2005.

**C. Master Detention Deputy: Range 21**

Deputies meeting the years of service / seniority (20 years or more) requirement for Master Detention Deputy on April 5, 2003 will automatically be grandfathered into the Master Detention Deputy rating. Any deputy having at least eighteen (18) but less than twenty (20) years of service / seniority on April 5, 2003 will be required to have only eighty (80) hours of total training, provided that deputy meets the eighty (80) hour requirement prior to April 5, 2005.

D. Approximately five percent (5%) proficiency pay will be awarded for each pay range advanced. The member will move into the new pay range at the same step they are currently in.

E. Deputies for Master Detention Deputy and Senior Detention Deputy, other than those who were originally grandfathered into the position must meet both the years of service and training requirements for the next highest grade.

F. A Deputy is not eligible to advance to the next career path level until the deputy has served a minimum of one (1) year of service at the current career path level.

**V. Supervisory Enhancement Program**

The Sheriff has implemented a career enhancement program for the supervisory bargaining unit. The program is consistent with the current program set forth above regarding qualifications and requirements for career enhancement grades and advancement. Unlike the program for detention deputies, supervisors moving through the grades provided in the program will not be identified by a grade "title" such as 1<sup>st</sup> Class, Senior or Master. Continued implementation of the program or portions of the program shall be dependent on funding provided through the County Commission.

**ARTICLE 20  
ANNUAL LEAVE**

**Annual Leave**

A. During the term of this Agreement, annual leave shall accrue for all members of the collective bargaining unit as follows:

**Continuous and Creditable Service Hours Leave Earned During the Year**

1-4 Years	96 Hours
5-9 Years	120 Hours
10-14 Years	144 Hours
15-19 Years	168 Hours
20 + Years	192 Hours

Full time employees hired after April 24, 2003, who are filling established positions, shall earn annual leave as follows:

1-10 years	8 hours per month
11+ years	12 hours per month

1. Annual Leave earned during any pay period shall be credited to the employee on the last day of that month or, in case of separation, on the last day the employee is on the payroll.
2. During leaves of absences with pay, an employee shall continue to earn leave credits, except in the case where an employee is granted educational leave with pay or is granted leave in conjunction with a resignation from the Sheriff's Office. In such cases the employee shall not earn annual leave credits during leave of absences.
3. Under circumstances involving natural disasters or other emergencies the Sheriff has the right to cancel all approved leaves and to disapprove any request for leave during an extended period of time which would prevent employees from using their accrued annual leave. When an emergency exists, and the Sheriff cancels approved leave, Human Resources Department shall be notified immediately.

**B. Use of Earned Annual Leave**

1. Annual leave should be used to provide periodic vacation; however, earned annual leave credits may be used for any other purpose when authorized by the Sheriff.
2. Use of annual leave shall not be authorized prior to the time it is earned and credited to the employee and shall only be used with the approval of the Sheriff.

3. An employee who uses annual leave in an amount of time which is less than a full hour shall be charged with such leave based on the following formula;

Minutes Worked Or Leave Used	Time Charged Minutes H o u r s	
0-7	00	.00
8-22	15	.25
23-37	30	.50
38-52	45	.75
52-60	60	1.00

C. Forfeiture of leave. An employee shall forfeit all rights of leave benefits if an act or offense is committed while employed and one of the following applies:

1. Has admitted to or is found guilty in a court of competent jurisdiction of committing, aiding or abetting any embezzlement, theft or bribery in connection with Santa Rosa County or the Santa Rosa County Sheriff's Office.

2. Is found guilty by a court of competent jurisdiction of having violated any state law prohibiting strikes by public employees.

D. Payment of Earned Leave

1. Employees shall be paid for unused annual leave upon separation from the Santa Rosa County Sheriff's Office after six (6) months of satisfactory, continuous creditable service, in the last paycheck before the effective beginning date of participation in The Deferred Retirement Option Plan "DROP" within the provisions of selling leave, or when being temporarily terminated to run for political office.

2. Employees who are temporarily terminated to run for political office shall be entitled to be paid for annual leave equal to the period they will be a candidate for office, provided they have sufficient annual leave credits accrued at the time of temporary termination. The payment of annual leave under such circumstances shall be made in increments not to exceed the amount and frequency of the employee's salary just prior to the time of temporary termination. Nothing in this provision will preclude the payment of other benefits that are authorized in any other statute or rule.

3. In case of death of an employee, payment of unused annual leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law. Such payment shall be made at the rate of pay at the time of death.

4. Terminal leave payments due employees shall be computed as follows:

a. Determine the current hourly rate in accordance with the employee's

base salary.

b. Multiply the number of unused annual leave hours times the hourly rate to determine the payment which shall be made.

c. Upon terminal separation or death of the employee, the Sheriff will pay for all accrued annual leave. If, at the time the employee enters DROP they do not have 500 hours of annual leave, they may be paid for subsequent accumulated annual leave at the time of final separation, but the total number of hours of annual leave may not exceed 500 hours.

5. If any provision of this policy conflicts with the provisions of the Fair Labor Standards Act (FLSA), the FLSA shall prevail

### **Sick Leave**

Employees covered by this collective bargaining agreement will earn 8 hours of paid sick leave each month.

Sick Leave will not be counted as time worked when considering overtime.



**ARTICLE 21**  
**BEREAVEMENT LEAVE**

Each employee covered by this agreement will be eligible for three (3) days bereavement leave for a death in the immediate family. Immediate family is defined as spouse, parents, grandparents, brother, sister, step-children (children of current spouse), children and grandchildren of the employee and the spouse.

## ARTICLE 22 HOLIDAYS

All employees covered by this agreement will be compensated for the following observed holidays each year:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Employees scheduled to work these holidays will be paid at a rate of two and one half (2 ½) times their regular rate of pay for hours actually worked.

Employees scheduled off or given off will receive eight (8) hours of pay for the holiday.

Employees scheduled off or given off who are called in to work will be compensated at a rate of two and one half (2 ½) times their regular rate of pay for hours actually worked.

Holiday pay is not considered in the accrual of over time.

ARTICLE 23  
PHYSICAL FITNESS EQUIPMENT

- A. The Santa Rosa County Sheriff's Office shall maintain and provide the physical fitness equipment already in place, pending funding.
- B. The Sheriff and Union agree that physical agility testing shall occur in accordance with Sheriff's General Order D-025 and may be conducted up to two (2) times per year at the discretion of the Sheriff. An employee subject to the annual passage requirement as provided in the general order shall continue to be only required to pass the test annually. Employees who have entered the DROP Retirement Program may elect not to participate in such testing, although such participation is encouraged and considered part of their work duties should they elect to participate.
- C. An employee participating in the physical ability testing and achieving a time of six (6) minutes or lower shall receive five (5) hours of administrative leave. Such leave must be used within six (6) months of being earned and shall not be subject to carry-over or payment upon separation.
- D. Members hired prior to January 1, 2010 are not required to complete the Physical Abilities Test within a specified time period; however, these members are required to participate in the Physical Abilities Test.

## ARTICLE 24 REDUCTION IN FORCE

When a reduction in force becomes necessary this agency will follow the following procedure:

Determine the positions that are to be eliminated by category:

### A. Sworn Detention

1. When the positions that are to be eliminated are determined, the agency will notify the employee in that position that their position is to be eliminated.
2. The agency will determine the seniority of all personnel in the eliminated category starting with the last hired up to the number of personnel to be laid off. Notify the number of personnel that were the last hired in the category that they are subject to be laid off.
3. Any employee whose position is being eliminated or who has been notified that they are being laid off may appeal, in writing, within ten (10) days of notification to the Sheriff. Appeals may only be based on issues of seniority (date of hire incorrect) or qualifications for a position.
4. All employees will be given a minimum of thirty (30) days' notice of any reduction in force or lay off.
5. If a position is reinstated within 2 years, the employee who originally held the position will be the first person offered the position, as long as they still meet the employment requirements for the Sheriff's Office.

ARTICLE 25  
TUITION REIMBURSEMENT

- A. The Tuition Reimbursement program is restricted to permanent, full-time Santa Rosa Sheriff Office employees only. An employee in their probationary period will not be reimbursed for educational expenses until the successful completion of said probation.
- B. All employees who take course work from an accredited college related to their job or career advancement will receive reimbursement of their paid tuition costs, based on the following guidelines:
- C. Reimbursement shall be based upon the satisfactory completion of course work.
- D. Employees receiving a grade score of a "C" or higher, for undergraduate work will receive a reimbursement of 100%
- E. Employees receiving a grade score of a "B" or higher, for graduate work will receive a reimbursement of 100%
- F. Doctorate degrees are not included.
- G. College distance learning / online courses are allowed under this program. College correspondence courses, television courses or internet based courses are allowed under this program if taken through a regionally accredited college or university.
- H. Tuition reimbursement applies to costs based on Florida residency at the following rates:
  - 1. Associates degree will be reimbursed for actual costs or, at a maximum, the costs established using rates at Pensacola State College
  - 2. Bachelor's degree will be reimbursed for actual costs or, at a maximum, the costs established using rates at University of West Florida. Additional costs will not be reimbursed.
- I. Employees will be reimbursed for up to two undergraduate courses or one graduate course per semester, quarter or term, whichever is applicable.
- J. Employees currently enrolled in a nationally accredited college or university, as of the ratification of this contract, may continue their enrollment under this program.

## ARTICLE 26 MILITARY LEAVE

Permanent employees shall, upon presentation of a copy of their official orders, be granted leave with pay not to exceed three days for the purpose of taking their physical examination for induction into the military service. Such leave shall not be deducted from the employee's sick or annual leave credits.

Permanent employees and those serving their probationary period, who by reason of membership in the United States military reserve, or National Guard, are ordered by the appropriate authority to attend a training period or encampment, shall upon presentation of a copy of their official orders, be granted leave for such training not to exceed that time period provided by law in any fiscal year. Such leave shall be with pay regardless of the number of hours in the employee's work shift.

An employee who is inducted, or ordered to active duty to fulfill their reserve obligations, or who is ordered to active duty in connection with reserve training, (other than short-term training as referenced above), shall upon presentation of a copy of their official orders, be granted leave with full pay for the first thirty (30) days of military service, then the difference between their rate of Sheriff's Office pay at the time of leaving for military duty and their military pay if the military pay is a lesser amount. All County paid benefits will remain in effect.

## ARTICLE 27 SAVINGS CLAUSE

### **Section 1**

If any provision of this agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this agreement shall remain in full force and effect.

### **Section 2**

This agreement upon execution by the Sheriff and Union supersedes and cancels all prior practices and understandings predating the agreement except that all work rules, regulations, policies and other written procedures of the Sheriff's Office, which were in effect prior to the effective date of this agreement, which were not specifically modified by this agreement, shall be binding on the parties and bargaining unit members during the term of this agreement.

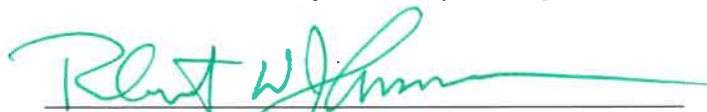
ARTICLE 28  
TERM OF CONTRACT

**Section 1**

This agreement shall be effective as of the date of ratification by the Union and shall remain in full force and effect through September 30, 2020.

**Section 2**

Renegotiation for succeeding fiscal years of this agreement shall include article 12 (Wages and Pay Plan) and up to three (3) additional articles to be chosen by each party during each fiscal year covered by this agreement. Any proposal for wage increases shall be received by the Sheriff no later than February 15 of any fiscal year for consideration for the following fiscal year.



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Robert W Johnson, Sheriff Santa Rosa County



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Shawn Dockery, FOP Staff Representative



## APPENDIX A



**Santa Rosa Lodge 123**

### PAYROLL DEDUCTIONS

\_\_\_\_\_ \$20.00 Bi-Weekly

I am a member of the Fraternal Order of Police, Santa Rosa Lodge 123, Inc. I authorize my employer to deduct my dues from my pay in the amount set forth in the Constitution and By-Laws of the Fraternal Order of Police, Santa Rosa Lodge 123 Inc.

Person Making Request:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Date)

Original: Fiscal Department  
cc: Lodge File

APPENDIX B

# Florida State Lodge Fraternal Order of Police



## Termination of Deductions

Instructions to stop payment/deduction of Union Dues:

I hereby instruct the Sheriff of Santa Rosa County to stop deducting from my paycheck each month the current regular monthly Union dues. A copy of these instructions has been sent to the Union.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# APPENDIX C

79-1

## **A RULE ESTABLISHING OFFICIAL BULLETIN BOARDS, SETTING RULES AND REGULATIONS AND ESTABLISHING A STANDARD PROCEDURE, PROVIDING AN EFFECTIVE DATE.**

Be it ordered by the Human Resource Department of Santa Rosa County, Florida.

**SECTION I. Short title.** A rule designating official location of Human Resource Department Bulletin Boards and there operation.

**SECTION II. Purpose and intent.** The object of this rule is to establish official bulletin boards, set rules and regulations, and establish a standard procedure for the operation thereof.

**SECTION III. Jurisdiction.** The Human Resource Director shall be designated to administer and set procedure for the proper execution of this rule.

A. Designated Areas: Listed below are the official locations and number of Human Resource Department Bulletin Boards: Amended: 11/13/2003

1. Human Resource Department Office - Entrance
2. County Courthouse – Employee Break Room
3. County Administrative Complex – Break Room
4. Sheriff's Department – Break Area
5. Sheriff's Department - Jay
6. Sheriff's Department – Narcotics Office
7. Sheriff's Department – Gulf Breeze District Office
8. Sheriff's Department – Navarre District Office
9. Sheriff's Department – Pace District Office
10. Navarre Beach - Kitchen
11. County Road Department - vicinity of gas pumps
12. County Commissions (Road Crew) District 3 - Work assembly location
13. County Commissions (Road Crew) District 4 - Work assembly location
14. County Commissions (Road Crew) District 5 - Work assembly location
15. Santa Rosa County Service Center (Southern Administrative Complex) Main Lobby
16. Animal Services – Employee Lounge
17. Emergency Management – Main Hallway

B. Prohibitions. These bulletin boards are to be used for dissemination of Human Resource Department business only. All other written matter is prohibited unless specifically approved by the Human Resource Department.

# **APPENDIX D** **Pay Scale Sworn**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25
16	Hourly	14.84	15.49	16.16	16.87	17.62	18.41	19.24	19.66	20.09	20.54	21.01	21.48	21.97	22.46	22.98	23.49	24.02	24.59	25.16	25.72	26.31	26.92	27.54	28.17
	Annual	30865.12	32215.04	33610.72	35057.92	36553.76	38101.12	39724.80	40886.56	41778.88	42716.96	43700.80	44684.64	45691.36	46720.96	47796.32	48898.80	49969.92	51136.80	52326.56	53493.44	54728.96	55987.36	57291.52	58595.68
	OT-HR	22.26	23.23	24.24	25.31	26.43	27.62	28.86	29.49	30.13	30.81	31.52	32.22	32.95	33.69	34.47	35.23	36.04	36.88	37.74	38.58	39.47	40.38	41.32	42.26
17	Hourly	15.49	16.16	16.87	17.62	18.41	19.24	19.66	20.09	20.54	21.01	21.48	21.97	22.45	22.97	23.49	24.02	24.59	25.16	25.72	26.31	26.92	27.54	28.17	28.82
	Annual	32715.04	34210.72	35760.96	37375.36	39054.24	40801.92	42624.96	44686.56	46778.88	48904.64	51068.16	53273.44	55513.28	57792.48	60115.68	62488.32	64910.88	67389.76	69930.72	72555.36	75270.24	78082.08	80988.48	83997.92
	OT-HR	23.23	24.24	25.31	26.43	27.62	28.86	29.49	30.13	30.81	31.52	32.22	32.95	33.68	34.45	35.23	36.04	36.88	37.74	38.58	39.47	40.38	41.32	42.26	43.23
18	Hourly	16.89	17.40	18.15	18.94	19.77	20.61	21.07	21.54	22.01	22.50	22.98	23.50	24.01	24.55	25.11	25.69	26.25	26.84	27.45	28.07	28.70	29.35	30.02	30.70
	Deputy	34708.96	36196.16	37752.00	39399.36	41115.36	42877.12	44759.04	46789.68	48994.04	51387.60	53876.16	56464.32	59156.64	61957.76	64872.48	67906.40	71064.96	74354.88	77783.76	81359.04	85089.28	88972.96	92918.56	96924.48
	OT-HR	25.03	26.10	27.23	28.41	29.65	30.92	31.60	32.31	33.02	33.74	34.47	35.24	36.02	36.83	37.67	38.53	39.37	40.26	41.17	42.11	43.05	44.02	45.08	46.05
19	Hourly	17.40	18.15	18.94	19.77	20.61	21.54	22.01	22.50	22.98	23.50	24.01	24.55	25.11	25.69	26.25	26.84	27.45	28.07	28.70	29.35	30.02	30.70	31.41	32.13
	Dep 1st	36196.16	37752.00	39399.36	41115.36	42877.12	44759.04	46789.68	48994.04	51387.60	53876.16	56464.32	59156.64	61957.76	64872.48	67906.40	71064.96	74354.88	77783.76	81359.04	85089.28	88972.96	92918.56	96924.48	100991.04
	Class	26.10	27.23	28.41	29.65	30.92	32.31	33.02	33.74	34.47	35.24	36.02	36.83	37.67	38.53	39.37	40.26	41.17	42.11	43.05	44.02	45.08	46.05	47.11	48.20
20	Hourly	18.15	18.94	19.77	20.61	21.54	22.50	22.98	23.50	24.01	24.55	25.11	25.69	26.25	26.84	27.45	28.07	28.70	29.35	30.02	30.70	31.41	32.13	32.86	34.41
	Annual	37752.00	39399.36	41115.36	42877.12	44759.04	46789.68	48994.04	51387.60	53876.16	56464.32	59156.64	61957.76	64872.48	67906.40	71064.96	74354.88	77783.76	81359.04	85089.28	88972.96	92918.56	96924.48	100991.04	105118.08
	OT-HR	27.23	28.41	29.65	30.92	32.31	33.74	34.47	35.24	36.02	36.83	37.67	38.53	39.37	40.26	41.17	42.11	43.05	44.02	45.08	46.05	47.11	48.20	49.29	51.61
21	Hourly	18.94	19.77	20.61	21.54	22.50	23.50	24.01	24.55	25.11	25.69	26.25	26.84	27.45	28.07	28.70	29.35	30.02	30.70	31.41	32.13	32.86	33.62	34.41	36.00
	Annual	39399.36	41115.36	42877.12	44759.04	46789.68	48994.04	51387.60	53876.16	56464.32	59156.64	61957.76	64872.48	67906.40	71064.96	74354.88	77783.76	81359.04	85089.28	88972.96	92918.56	96924.48	100991.04	105118.08	109300.16
	OT-HR	28.41	29.65	30.92	32.31	33.74	35.24	36.02	36.83	37.67	38.53	39.37	40.26	41.17	42.11	43.05	44.02	45.08	46.05	47.11	48.20	49.29	50.42	51.61	54.00

## APPENDIX E



### SANTA ROSA COUNTY SHERIFF'S OFFICE Sheriff Bob Johnson



General Order: D-020		DRUG FREE WORKPLACE		
Distribution: All Members	Issue Date: 10/31/2014	Effective Date: 11/10/2014	Review Date: 02/18/2015	Review Responsibility: Department of Administration
Accreditation Standard: CFA 11.01 A, 11.02 B & C		Rescinds/Amends: D-020 (06/30/2012)	Forms:	

#### PURPOSE

The purpose of this general order is to establish and maintain a drug free workplace, thereby maximizing levels of productivity and avoiding the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees.

#### POLICY

The Santa Rosa County Sheriff's Office will employ a workforce free from the use of illegal drugs either on or off the job, and free from alcohol in the workplace. Drug use creates a variety of workplace problems resulting in decreased morale, productivity, and the promotion of unsafe working conditions. It is the goal of this policy to balance substance abuse treatment availability for members with the agency's need to maintain a safe, productive drug free workplace. However, nothing contained in this order shall be interpreted to preclude disciplinary actions taken pursuant to violations of law or other general orders. Any member determined to be in violation of this policy is subject to disciplinary action up to and including dismissal, even for the first offense. Members will comply with the terms of this order and the Drug Free Workplace Act as a condition of employment. [CFA 11.01 A; 11.02 B,C]

Implementation: In accordance with federal regulations, the Sheriff's Office is required to give a sixty (60) day notice prior to the implementation of the random drug testing process. Random drug testing will go into effect on June 1, 2011.

#### PROCEDURE

##### I. General Guidelines [CFA 11.01 A]

- A. A member found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on county premises (including parking lots) may be subject to disciplinary action up to and including dismissal even for the first offense. [CFA 11.02 B,C]
- B. The use of any over the counter products in a manner inconsistent with the manufacturer's directions is expressly prohibited.
- C. Drugs prescribed by a member's physician may be taken during work hours unless prohibited by the physician. The member will notify their immediate supervisor and the Human Resource Section of any prescribed medications that may affect or impair the member's judgment, work performance, or safety. The supervisor and the Human Resource Section will verify the member is capable to perform duties and responsibilities.

File # 11-020  
Effective 11/10/2014

Page 1 of 5

- D. Abuse of prescription drugs will not be tolerated.
- E. Members must be in compliance with all federal drug laws, the Federal Controlled Substance Act and the Florida Drug Free Workplace Act, Chapter 112, Florida Statutes.
- F. The Santa Rosa County Sheriff's Office has adopted screening practices to identify officers and members assigned to safety sensitive positions who use illegal drugs.
- G. A list of safety sensitive positions is included in Addendum 1.
- H. Members will notify the Department Major in writing of any conviction of a violation of a criminal drug statute no later than five calendar days after such conviction.
- I. The Santa Rosa County Sheriff's Office provides an Employee Assistance Program as a benefit to all members. Information regarding this plan may be confidentially obtained from the Human Resources Office.
- J. The Santa Rosa County Sheriff's Office will not discharge, discipline, or discriminate against a member solely upon voluntarily seeking treatment for a drug or alcohol related problem if the member has not previously tested positive for alcohol or drug use, or previously entered an alcohol and drug rehabilitation program. Participation in an Employee Assistance Program, or another mental health or substance abuse counseling program, will not affect the member's future career advancement or employment, nor will it protect a member from disciplinary action if substandard job performance continues. Employee Assistance is used in conjunction with discipline, not a substitute for discipline. [CFA 11.02 B,C]
- K. If a member voluntarily seeking treatment is unable to participate in outpatient rehabilitation, the member may be placed on leave status while participating in a drug and alcohol rehabilitation program. The member will be permitted to use accumulated leave prior to being placed on leave without pay. Upon successful completion of the rehabilitation program, the member will be reinstated to the same or equivalent position.
- L. After a member is selected for random drug testing or ordered to submit to a reasonable suspicion drug test, fitness for duty evaluation, or post event drug test, voluntarily seeking treatment is no longer a protection from disciplinary action. [CFA 11.02 C]
- M. Refusal to take a drug or alcohol test is considered an automatic positive and may result in:
  - 1. A refusal to hire:
  - 2. The member forfeiting his or her eligibility for medical and indemnity benefits under workers' compensation; and
  - 3. Cause for dismissal of the member which may also result in denial of unemployment compensation. [CFA 11.02 C]
- N. A sustained incident of Refusal to submit to a drug or alcohol test in accordance with this General Order will constitute a **Gross Violation** of the Oath of Office / Cannon of Ethics; a level Five policy violation.
- O. No member or applicant whose drug test is confirmed as positive will be defined as a person with a disability.
- P. The Santa Rosa County Sheriff's Office will pay for required drug and alcohol tests. The member will pay costs of non-required tests.
- Q. Education and training will be made available to all members and supervisors.

## II. Types of Testing

- A. Pre-Employment Drug Testing: All job applicants will undergo screening for the presence of illegal drugs as a condition of employment. Applicants will be required to voluntarily submit to a urinalysis test at a laboratory chosen by the Sheriff's Office after signing a consent and release form. Job applicants who refuse to submit to a drug test or have a positive confirmed drug test are basis for refusal to hire a job applicant.
- B. Routine Fitness for Duty Testing: The Santa Rosa County Sheriff's Office may require a member to test if conducted as part of a routinely scheduled fitness-for-duty medical examination that is part of policy or is scheduled for all members of a classification or group.
- C. Reasonable Suspicion Testing: The Santa Rosa County Sheriff's Office may require a member to submit to testing:
  - 1. When there is reasonable suspicion to believe that a member is using or has used illegal drugs or steroids drawn from specific objective facts. Circumstances that could be indicators of a drug problem and considered reasonable suspicion include but are not limited to:
    - a. Observed drug use during work hours on Sheriff's Office premises
    - b. Observable physical signs
    - c. Incoherent mental state
    - d. Marked changes in personal behavior that are otherwise unexplainable
    - e. Deteriorating work performance that is otherwise unexplainable
    - f. Evidence a member has used, possessed, sold, solicited, or transferred drugs while on the Sheriff's Office premises or while operating Sheriff's Office vehicles, machinery, or equipment.
  - 2. When there is a report of drug use provided by a reliable and credible source.
- D. Post Event Testing: Members involved in the following types of events will be tested as soon as practical, but within thirty-two (32) hours of the incident.
  - 1. Agency vehicle crashes as outlined in General Order J-001;
  - 2. Incidents where a member may have caused or contributed to an accident at work involving an injury requiring medical treatment;
  - 3. Injuries requiring medical treatment which occurred during the performance of job duties or on Sheriff's Office premises;
  - 4. The discharge of a firearm (other than for training purposes or humane disposition of injured or sick animals).
- E. Random Testing: The Santa Rosa County Sheriff's Office conducts random drug tests, through the use of unbiased selection procedures, of members occupying safety-sensitive or special-risk positions (officers) in accordance with drug-testing rules adopted by the Agency for Health Care Administration and the agency.
- F. Return-to-duty and Follow-up Testing: Members who successfully complete a rehabilitation program, or as part of their rehabilitation program may return to work. The member must agree to a return-to-duty test and follow-up drug testing for up to two years following completion of a rehabilitation program. Follow-up testing will be unannounced and on a monthly, quarterly, semiannual, or annual basis for up to two years thereafter. Members not complying with these conditions, or testing positive at any time during or following rehabilitation, will be terminated from employment. [CFA 11.02 C]

### III. Drug Testing Standards

- A. All testing will be conducted by an Agency for Health Care or State certified laboratory; positive test results will be reviewed by a certified Medical Review Officer to assure accuracy. All testing, specimen collection, security measures, monthly reports, storage, handling, chain of custody procedures, and quality control procedures will be performed in accordance with appropriate federal and state rules and regulations.
- B. The Agency for Health Care Administration may adopt additional rules to support this law and Part II of Chapter 408, Florida Statutes, using criteria established by the US Department of Health & Human Services as guidelines for laboratories: standards for licensing; technical assistance; appropriate specimens; methods of analysis; minimum cut-off detection levels; chain of custody procedures; and a list of common medications by brand or common, brand, and chemical name.
- C. Initial Test: The initial screen for all drugs except alcohol will use an immunoassay approved by the Agency for Health Administration. For alcohol the initial test may be the enzyme oxidation methodology. The following cutoff levels will be used when first screening specimens to find whether they are negative or need to be tested further with the confirmation test. All levels equal to or exceeding the following will be reported as positive:

Alcohol	0.02-0.04%
Amphetamines	1000 ng/ml
Cannabinoids	50 ng/ml
Cocaine	300 ng/ml
Phencyclidine	25 ng/ml
Opiates	2,000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepine	300 ng/ml
Synthetic Narcotics:	
Methadone	300 ng/ml
Propoxyphene	300 ng/ml

FL Anabolic Steroids: The presence of Bolasterone; Boldenone; 4-Chlorotestosterone; Danazol; Dehydrochloromethyltestosterone; Dromostanolone; Fluoxymesterone; Mestanolone; Mesterolone; Methenolone; Methyltestosterone; Methandienone; Methandriol; 19-Nortestosterone; Norethandrolone; Oxymetholone; Oxandrolone; Oxymesterone; Probenecid; Stanozolol.

- D. Confirmation Test: A positive finding will generate a confirmation test through the GC/MS (gas chromatography /mass spectrometry) method approved by the Agency for Health Care Administration and the results will be kept confidential. A copy of any positive can be received by the employee by submitting his/her request in writing. As drug testing technology is constantly improving and state and federal laws governing said testing are changing almost as rapidly, the company may change the cut off levels without notice. The cut-off levels in effect for the GC/MS at the time of this printing are as follows:

Alcohol	0.02-0.04%
Amphetamines	500 ng/ml
Cannabinoids	15 ng/ml
Cocaine	150 ng/ml
Phencyclidine	25 ng/ml
Opiates	2,000 ng/ml
Barbiturates	150 ng/ml
Benzodiazepine	150 ng/ml
Synthetic Narcotics:	
Methadone	150ng/ml
Propoxyphene	150 ng/ml

#### IV. Confidentiality

- A. All information received in regard to drug testing results will be maintained in the member's medical file. This



information will be retained in compliance with state records retention laws and will only be destroyed as prescribed by law.

- B. All information, interviews, reports, statements, memoranda and drug and alcohol test results may not be received in evidence, discovery, or disclosed without a written consent by the donor, except when compelled by a hearing officer or a court of competent jurisdiction, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding, or in defense of a civil or administrative matter, or for the purpose of reviewing certification of members.

#### **V. General Procedures**

- A. The Human Resources Director is designated as the primary contact for obtaining, receiving, and providing information. The Administration Division Captain is designated as the secondary point of contact in case of unavailability of the primary contact.
- B. If a test specimen has been adulterated, it will be treated as a refusal to test and will be reported as an automatic positive. If the collector determines the test specimen has possibly been substituted, a second observed test may be required.
- C. A certified Medical Review Officer (MRO) will review with the member all positive test results concerning that member. The MRO will ask about prescriptions and over-the-counter medications the member may have taken. The MRO is designated by the actual specimen testing.
- D. No physician-patient relationship is created by the establishment and administration of a drug testing program.
- E. Documentation of a positive drug test result will be placed in the member's medical file within five working days. The Administration Division will inform the member in writing of the result, consequences of the result, and options available.
- F. Safety-sensitive members who have tested positive will not be permitted to perform a safety-sensitive function. If a non-safety sensitive position is not available, the member may be placed on leave status while participating in an alcohol and drug rehabilitation program. An officer may be discharged or disciplined for the first positive confirmed drug test, pursuant to Chapter 893.13, Florida Statutes. [CFA 11.02 C]
- G. Shy Bladder or Shy Lung
  - 1. The Santa Rosa County Sheriff's Office will use the Federal Department of Transportation guidelines to determine a refusal to test in the case of shy bladder or shy lung.
  - 2. In the case of shy bladder or shy lung, the member, within 5 working days, must secure evaluation from a licensed physician as to whether or not there is a medical condition for a failure to provide sufficient specimen.
  - 3. In the case of psychological cause, the diagnosis must have been made prior to the test. Diagnosis such as typical anxiety is not acceptable.
- H. Members' participation in alcohol and/or drug rehabilitation programs will be at the members' own expense or pursuant to coverage under a health insurance plan or to the extent covered by the employee assistance program.

#### **VI. Pre-Employment Drug Testing**

- A. The Human Resources Section is responsible for handling pre-employment drug testing as part of the selection process.

#### **VII. Reasonable Suspicion Drug Testing**

- A. When there is reasonable suspicion a member is using or has used illegal drugs, steroids, or alcohol, the member's supervisor will document the observed behaviors. Forms for documentation of reasonable suspicion of drug, steroids, and/or alcohol use are available FROM Human Resources. If possible, another supervisor should also document the member's observed behaviors. [CFA 11.01 A; 11.03]
- B. The supervisor will notify the OIC of the section. [CFA 11.03]
- C. The supervisor will immediately relieve the member from duty. [CFA 11.03]
- D. The supervisor will transport the member to a collection facility for testing. [CFA 11.03]
- F. The member may be placed on administrative leave or placed in a non-safety sensitive job pending the results of the test and/or investigation. If the results are negative, the member will be reinstated and returned to the same or equivalent position. A confirmed positive test will result in immediate disciplinary action up to and including dismissal. [CFA 11.01 A; 11.02 C]
- G. If a member is tested for reasonable suspicion, documentation will be placed in the member's medical file within five working days of the reasonable suspicion test. [CFA 11.03]

#### **VIII. Random Drug Testing**

- A. Each month, eight safety-sensitive members will be randomly selected to be tested.
- B. All samples will be collected by the Professional Standards Section and/or authorized collection person.
- C. The contracted company providing drug testing services will use a sophisticated computer program to randomly select the names of members who will be tested.
- D. The contracted company will provide the names of members selected to the Human Resources Director or secondary contact when necessary.
- E. The Human Resources Director or designee will notify the selected member and/or the member's supervisor during a work day or shift.
- F. The member will report to the Professional Standards office within two (2) hours of notification, complete the required paperwork, and provide a urine sample.
- G. The Professional Standards Sections will follow the procedures for submitting the specimen as outlined by the Contract Company and specimen testing laboratory. The Professional Standards personnel authorized to collect these specimens will be trained and certified in the collection and handling of the specimens.

#### **IX. Post Event Testing**

- A. Members involved in vehicle crashes when driving an agency vehicle or agency rental vehicle, which involves an injury, will report to a collection facility for testing immediately after release from scene by investigating officers or as soon as practical.
- B. If the crash happens after hours members will report to a collection facility the next morning or within 32 hours after the crash.
- C. If the crash happens when a member is out-of-town:
  - I. The member will contact his/her immediate supervisor

2. The supervisor will contact the Human Resources Director (or the Administration Division Captain if the Human Resources Director is unavailable). [CFA 11.03]
  3. The Human Resources Director will obtain the name and location of the closest approved collection facility and will advise the member.
  4. The member will report to the collection facility within 32 hours after the crash
- D. Members involved in accidents with injuries which require medical treatment will report to a collection facility immediately after obtaining medical treatment.
- E. Members involved in events such as the discharge of a firearm will report to a collection facility for testing immediately after initial briefing with investigating officers.

#### **X. Member Rights and Responsibilities**

- A. A member will be contacted by the Medical Review Officer to explain the result of a presumptive positive drug test.
- B. The member has the right to consult with the Medical Review Officer for technical information regarding the effects of prescription and over the counter medication on the drug test.
- C. A member may, by written request, have the original specimen re-tested at another certified laboratory of his/her choice, at his/her expense.
- D. The member must notify the laboratory of any administrative or civil action planned as a result of a positive test within five working days from receipt of notification.
- E. A member who has been disciplined as a result of a confirmed positive test may use either the appeal process or the grievance process, but not both. [CFA 11.06]

#### **XI. Federal Compliance**

- A. The drug testing procedures provided in this policy do not apply where the specific work performed requires members or job applicants to be subject to drug testing pursuant to:
  1. Federal regulations that specifically preempt state and local regulations
  2. Federal regulations or requirements implemented in connection with the operation of a federally regulated facilities
  3. Federal contracts where drug testing is conducted for safety, or protection of sensitive or proprietary data or national security or
  4. State agency rules that adopt federal regulations applicable to the interstate component of a federally regulated activity

### **DEFINITIONS**

**ALCOHOL ABUSE** – Abuse of alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors, including medication containing alcohol.

**CONFIRMATION TEST** – A second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test will be different in scientific principle from that of the initial test procedure. This

confirmation method will be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

**DETECTABLE AMOUNT** – The cut off levels established by the Agency for Health Care Administration for screening and confirmation of drug and alcohol tests.

**DONOR RELEASE** – Signing Step 4 in the Chain of Custody Form is the member's certification that member provided a urine specimen to the collector, that the member has not adulterated it in any manner, that each specimen bottle used was sealed with a tamper-evident seal in the collector's presence, and the information provided on the Chain of Custody Form and on the label affixed to each specimen bottle is correct.

**DRUG TEST** – Any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

**ILLEGAL DRUG** – Any drug which: (a) is not legally obtainable; (b) is legally obtainable but not legally obtained; or (c) is being used in a manner or for a purpose other than as prescribed.

**INITIAL DRUG TEST** – A sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. The initial screen for all drugs except alcohol will use an immunoassay approved by the Agency for Health Administration. For alcohol the initial test may be the enzyme oxidation methodology.

**LEGAL DOSE** – Prescribed drugs and over-the-counter drugs which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

**MEDICAL REVIEW OFFICER (MRO)** – A licensed medical physician responsible for receiving laboratory results generated by an employer's drug testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical certification to interpret and evaluate an individual's confirmed positive test, medical history, and other relevant biomedical information.

**SAFETY SENSITIVE** – Any position, with respect to a public employer, including supervisory or management position, in which a drug impairment would constitute an immediate and direct threat to public health or safety, such as a position that requires the member to carry a firearm, perform life-threatening procedures, work the confidential information or documents pertaining to criminal investigations, or work with controlled substances; or a position in which a momentary lapse of attention could result in injury or death to another person.

**SPECIAL RISK MEMBER** – Members who are required to be certified under Chapter 633 Fire Prevention and Control, or Chapter 943 Law Enforcement and Correctional Officer.

**SHY BLADDER** – Inability to produce an adequate urine sample within three (3) hours after consuming 40 ounces of fluids. Federal guidelines are observed requiring a written medical explanation from a licensed physician; otherwise it will be considered a refusal to test.

**UNFIT FOR DUTY** – Any worker who is unable to perform his/her assigned duties with reasonable skill and safety due to physical, emotional, or chemical reasons.



APPEDIX F

# Florida State Lodge Fraternal Order of Police



Name of Employee \_\_\_\_\_

Classification \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

Date \_\_\_\_\_

## STATEMENT OF GRIEVANCE:

List Applicable Violation

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Adjustment Required:

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Date \_\_\_\_\_

Signature of F.O.P. Representative \_\_\_\_\_

Date Presented to Sheriff's Representative \_\_\_\_\_

**STEP ONE:** Date \_\_\_\_\_

Representative for Sheriff's Signature \_\_\_\_\_

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**STEP TWO:** Date \_\_\_\_\_

Representative for Sheriff's Signature \_\_\_\_\_

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**STEP THREE:** Date \_\_\_\_\_

Representative for Sheriff's Signature \_\_\_\_\_

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX G

80-8

**A RULE FOR ACTION BY AN APPOINTING AUTHORITY  
TO DEMOTE, SUSPEND OR TERMINATE AN EMPLOYEE WHO  
HOLDS A POSITION IN THE CLASSIFIED SERVICE OF THE  
COUNTY; PROVIDING NOTICE OF ACTION; METHOD OF SERVICE  
OF ACTION; RIGHT OF EMPLOYEE APPEAL; METHOD OF  
AMENDING CHARGES AND SPECIFICATIONS, AND NEW  
CHARGES; METHOD OF INSTITUTING NOTICE AND DATE OF  
HEARING; NATURE OF HEARINGS, PROCEDURES, EVIDENCE,  
ETC; CERTIFICATION OF SERVICE; COMPUTATION OF TIME.**

**SECTION I. Commencement of Action.** An action by an appointing authority to demote, suspend or terminate an employee who holds a position in the classified service of the county shall be commenced by filing notice of such action with the Civil Service Board and on the employee against whom the action is taken.

A. Said actions shall become a permanent part of the employee's personnel file and shall not be removed.

B. In the event an employee receives an action listed below, said action shall defer the annual increase for the time period listed below: amended 08/25/2005

**ACTION MINIMUM TIME**

1<sup>st</sup> (1 day) suspension None

2<sup>nd</sup> or subsequent (1 day) suspension or

any suspension (2 – 30 days) 6 months

**SECTION II. Notice of Action.** Notice of the action to an employee in the classified service shall state in writing the nature of the action taken, the effective date of the action, and, if a suspension, the duration thereof. Such notice shall specify the factual basis for said action in sufficient detail to provide the employee an opportunity to prepare a defense. Such notice shall be signed by the appointing authority, or the authorized representative thereof. Said notice shall be filed with the Civil Service Board (or at the office designated by the Civil Service Board) no more than ten days, excluding holidays of the relevant taxing authority, after the effective date of the action.

If the notice of the action is not filed with the Civil Service Board within ten days of the effective date of such action the employee will be reinstated and reimbursed for any loss of pay or allowance. Such action may then be refiled by the relevant appointing authority.

**SECTION III. Service of Notice of Action on Employee.** Service of notice of action on an employee in the classified service against whom such action has been taken shall be made by delivering a copy of such notice to the employee in person or by legal service of process, or if the employee is absent without leave from his employment in the classified service, by mailing a copy of such notice by certified United States mail to the last known address of said employee as reflected in the personnel records of the Human Resource Department.

**SECTION IV. Suspension of a Classified Employees for a Reasonable Period.** Any appointing authority may suspend an employee for a reasonable period not to exceed thirty working days pending hearing and decision. Every such suspension shall be without pay, provided, however, that the Civil Service Board shall have the authority to investigate every such suspension and, in case of its disapproval, shall have the power to restore pay to the employee for such suspended time.

**SECTION V. Appeal by Employee to the Board, Right of Appeal, Etc.** An employee who has been demoted, suspended or dismissed by their appointing authority from a position in the classified service, and who has been duly appointed to such position in accordance with the Act and these rules and who has attained status by serving the required probationary period, shall have the right to appeal such action to the Civil Service Board. To appeal, the employee shall, within ten calendar days (excluding holidays of the relevant taxing authority) after the charges are filed with the Civil Service Board or after the date of service upon them of notice of such action, whichever is later, file their appeal, in writing in the Civil Service Board; it shall be sufficient for the employee to deny the charges or reasons given for the action taken, and request a hearing before the Civil Service Board. The appeal shall be signed by the employee or their attorney, and shall state the address to which a copy of the notice of hearing and other pleadings or papers filed in this action should be mailed. Copy of such appeal shall forthwith be served upon the appointing authority or its representative who initiated the action against the employee by delivery or regular United States mail to their address of record.

**SECTION VI. Amendments to Charges and Specifications, New Charges, Etc.** In disciplinary actions in which an appeal has been filed, no amendment to the charges and specifications filed or the action taken or recommended against employee shall be made more than ten days after the effective date of the action, unless the Board, upon good cause shown, permits the filing of the amendment or unless the employee against whom the action was taken so stipulates in writing. Such amendments when, timely made, shall be filed in the Civil Service Board, and a copy thereof served upon the employee by delivery or regular United States mail, to their address of record. Unless presented in a timely manner such amendment shall be deemed denied, and it shall not be necessary for the employee to file any answer to other pleading to such amended action. The appointing authority may elect to rescind the action taken, reinstate the employee, pay all back salary lost by the employee as a result of the original action taken and initiate a new or different action based upon the new, amended or additional charges and specifications against the employee. In such cases, the employee and the Civil Service Board will be notified in writing.

When an employee does not appeal the action, any amendments to charges or specifications, or the action taken or recommended, against the employee shall be filed with the Civil Service Board. Notice to the employee shall be served upon the employee in the same manner required for service of the original notice of action. The employee shall have ten days after such amendments are filed with the Civil Service Board or after service upon them of such amended action, whichever is later within which to appeal.

**SECTION VII. Date of Hearing, Notice, Etc.** When the action of an appointing authority is appealed by the employee against whom it is taken, the Civil Service Board shall set a date, time and place for the hearing, and so notify the appointing authority and the employee.



**SECTION VIII. Prehearing Discovery.** The complaining employee and the appointing authority may obtain discovery by one or more of the following methods:

- A. Depositions upon oral examination.
- B. Written Interrogatories.
- C. Production of documents or things.
- D. Request for admissions.

The use and frequency of these discovery methods are subject to the discretion of the Civil Service Board or if so empowered by the Civil Service Board attorney. The parties may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter of the pending action. In the event of noncompliance with requested discovery, upon reasonable notice to the other parties, a party may apply to the Civil Service Board for an order compelling discovery. The Civil Service Board may resolve such a matter or may empower the Board's attorney.

**SECTION IX. Prehearing motions and service of subpoenas.** All motions directed to the legal sufficiency of any claim or defense, the jurisdiction of the Civil Service Board, or any discovery matter must be filed and heard prior to the commencement of the hearing upon the grievance, complaint or appeal. The Civil Service Board attorney shall resolve all motions. The sheriff of any county shall serve subpoenas and shall receive the same fees as they normally charge for such services, and each witness who appears, in obedience to a subpoena before the Civil Service Board, a member thereof or its director, shall receive for their attendance the fee and mileage provided for witnesses in the circuit courts of this state. These expenses shall be the responsibility of the party requesting the service of subpoena or testimony of the witness.

**SECTION X. Pre-hearing Procedure.**

A. Case Management Conferences. At any time after the employee files his or her appeal, the hearing officer on his or her own initiative may convene, or a party, by serving a notice may request the hearing officer convene, a case management conference. The matters to be considered shall be specified in the order or notice setting the conference. At such a conference, the hearing officer may:

- schedule or reschedule the service of motions, pleadings and other papers;
- 2. set or reset the times of hearings;
- 3. coordinate the progress of the action;
- 4. limit, schedule, order, expedite and otherwise address discovery;
- 5. schedule the disclosure of witnesses and exhibits and allow opportunity for review and inspection of exhibits;
- 6. schedule disclosure of witnesses and the discovery of facts known and opinions held by such experts;
- 7. schedule and hear motions in limine.
- 8. pursue the possibilities of settlement;
- 9. require filing of preliminary stipulations if issues can be narrowed; and
- 10. schedule other conferences or determine other matters that may aid in the disposition of the action.

B. Pre-hearing Conference. After the action is scheduled for hearing, the hearing officer may, on his or her own initiative, or shall on a timely motion of any party, require the parties to appear

for a conference to consider and determine;

1. the simplification of issues;
2. the possibility of obtaining admissions of fact and of documents that will avoid unnecessary proof;
3. the limitation of the number of witnesses;
4. any matters permitted under subdivision (A) of this section.

C. Pre-hearing Order. The hearing officer may make an order reciting the action taken at a conference and any stipulations made. The order shall control the subsequent course of the action unless modified to prevent injustice.

**SECTION XI. Nature of hearings, procedures, evidence, etc.** Hearings will be conducted as informally as is compatible with justice. The appointing authority and then the employee shall be given the opportunity to make opening statements before presentation of evidence. The appointing authority will present their case first and after completion, the employee will present their case. Members of the Board may direct questions to any party or witness at any time during the proceedings. Each side will be given the opportunity, at the appropriate time, to cross-examine the witness. Both sides will be allowed to make closing statements.

A. The Civil Service Board's attorney shall act as hearing officer at any hearing.

B. The Civil Service Board will not be bound by strict rules of evidence. Testimony and evidence will be restricted to the pleadings or, in the event of an appeal of a disciplinary action, will be restricted to the charges and defenses. Any evidence unconnected with the charges will not be allowed. Either party may invoke the rule of excluding witnesses from the hearing room until such time as they are called to testify.

C. A file comprised of the employee's personnel record will be introduced as Civil Service Board exhibit "1". A hearing file comprised of all papers, correspondence, and documents relative to the appeal will be introduced as Civil Service Board exhibit "2". Both sides will be given the opportunity to object to the consideration of the Civil Service board to any portion of these files.

D. The employee appealing the action of an appointing authority may be called as an adverse witness by the appointing authority and refusal by the employee to answer any relevant questions propounded by the appointing authority or any member of the Civil Service Board may be considered as evidence in support of the charges.

E. The Civil Service Board will determine by the majority vote of the members whether or not just cause exists for the action(s). The burden of proof for showing just cause will rest with the Appointing Authority. Should the vote of the Civil Service Board result in a tie, then just cause will not have been proven. An "Order", setting forth findings of fact and conclusions of law based upon the decision of the Civil Service Board, shall be prepared no later than 30 days after the hearing. Extensions of the 30 day requirement may be made by the Civil Service Board upon showing of good cause.

**SECTION XII. Certification of service.** When, under these rules, service by delivery or mail is authorized, it shall be prima facie evidence of such service if the party making such service shall certify upon the original to be filed in the Human Resource Department office that service was made, the manner of service and the date of such service.

**SECTION XIII.** All papers filed in connection with any appeal shall be public record unless otherwise exempted by law.

**SECTION XIV.** Action and/or appeals may be withdrawn by written notice to the Civil Service Board.

**SECTION XV. Computation of Time.** In computing time for doing any act required to be done in this section, if the last day shall fall on a Saturday, Sunday, or holiday authorized by the Act, it shall not be included.

**SECTION XVI.** The effective date of this rule shall be July 1, 2002.

Additionally, Gen Order J- 003 Disciplinary Guidelines and Standards.